



U.S. Department of Energy

National Energy Technology Laboratory



To: All Prospective Offerors

SUBJECT: Request for Proposal (RFP) No. DE-RP26-00FT40805, Marketing Partnerships and Studies in Support of The DOE's Rebuild America and Energy Star Programs

This letter transmits Request for Proposal (RFP) No. DE-RP26-00FT40805 entitled "Marketing Partnerships and Studies in Support of the DOE's Energy Star Programs." The U.S. Department of Energy, Federal Energy Technology Laboratory (NETL), is requesting interested and qualified firms to submit proposals and compete for the award of a contract to establish performance criteria for target products, affixing the Energy Star label to qualifying models, educate consumers to look for Energy Star labels when making product purchases, to maximize private sector participation in the Energy Star Program, and to assess program progress and adjust activities accordingly.

This letter provides only an executive summary of the salient elements of the RFP; it is not an integral part of the RFP and, in the event of any conflict between this letter and the RFP, the RFP will prevail. Offerors are cautioned to examine carefully the entire RFP, including the draft contract therein, and the requirements contained therein.

Proposals are due at the address indicated in Section L.5, Time, Date, And Place Proposals Are Due, of the RFP not later than 3:00 p.m., local time, on August 17, 2000. Any costs associated with the preparation and submission of a proposal are the responsibility of the offeror.

Eligibility for this solicitation is restricted to organizations that have been certified by the Small Business Administration as a small disadvantaged business, specifically 8 (a). The Standard Industrial Classification (SIC) Code is 8742.

It is anticipated that this RFP will result in the award of a Cost Plus Fixed Fee, Task Order, contract. The contract period is anticipated to commence October 1, 2000 with a two year base period and three, one-year options.

Proposals will be evaluated in accordance with the specific evaluation criteria delineated in Part IV, Section M of the RFP and applicable DOE procurement policies and procedures.

It is DOE's policy to discourage "brochuremanship" and unnecessarily costly proposal preparation. Proposals should be prepared with maximum economy, consistent with the particulars of this solicitation, to ensure that the resources of both offerors and evaluators are efficiently utilized. Please read the RFP carefully for details relevant to proposal preparation and submission.

All recipients of this RFP are cautioned to contact only the designated DOE point of contact until after contract award.

Sincerely,

(Original Signed by)

James Knudsen
Contracting Officer

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ▶		RATING		PAGE OF 1 74 PAGES	
2. CONTRACT NO. DE-AC26-01FT40805		3. SOLICITATION NO. DE-RP26-00FT40805		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	
7. ISSUED BY CODE U.S. Department of Energy National Energy Technology Laboratory P.O. Box 10940 Pittsburgh, PA 15236-0940		2207		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder."

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Pittsburgh, PA Bldg. 921-106 until 3:00 p.m. local time Aug. 17.00 (as specified in section L.7)
(Hour) (Date)

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ▶	A. NAME Cynthia Y. Mitchell	B. TELEPHONE NO. (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE 412	NUMBER 386-4862	EXT.	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ▶	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE — ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ▶	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT — Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ITEMS BEING ACQUIRED (JAN 2000)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance and providing the following items of work for the term specified in Part I, Section F as specified in actual task orders awarded in accordance with Part I, Section H, clause entitled "Ordering Procedures."

Item 1 - Services entitled **Marketing Partnerships and Studies in Support of the DOE's Energy Star Programs** in accordance with Part III, Section J, Attachment A, Statement of Work.

Item 2 - Reports as prescribed in accordance with Part III, Section J, Attachment B, "Reporting Requirements Checklist" and the Reporting Requirements established per each task order.

B.2 ESTIMATED COST AND FIXED FEE (JAN 1999)

The total estimated cost plus fixed fee for the work to be accomplished under this contract is:

Total Estimated Cost -----	[\$ TBD]
Fixed Fee -----	[\$ TBD]
Total Estimated Cost Plus Fixed Fee -----	[\$ TBD]

B.3 LIMITATION OF FUNDS -- COST PLUS FIXED FEE (JUNE 1998)

Pursuant to FAR 52.132-22, "Limitation of Funds," total funds in the amount of \$[TBD] are obligated herewith and made available for payment of allowable costs and fixed fee to be incurred from the effective date of this contract through the period estimated to end [TBD].

B.4 ESTIMATED LEVEL OF EFFORT (NOV 1996)

In accordance with Part I, Section H, Clause entitled "Level of Effort," the Contractor shall provide the following estimated total Direct productive Labor-Hours (DPLH):

<u>Period</u>	<u>DPLH</u>
[TBD]	[TBD]

B.5 OPTION(S) TO EXTEND THE TERM OF THE CONTRACT - CPFF/LEVEL OF EFFORT (JULY 1999)

(a) The Government may unilaterally extend the term of this contract by written notice to the Contractor within the term of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises any option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed [TBD] months.

(d) Should the Government exercise any option hereunder all contractual terms and conditions shall apply during the option(s) period. Further, the Contractor agrees that performance under said renewal(s) shall be accomplished within the following estimated cost and fixed fee.

Option (1)

Option Term:	[] months
Estimated Level of Effort:	[] DPLH
Estimated Cost:	\$ []
Fixed Fee	\$ []
Total Estimated Cost Plus Fixed Fee:	\$ []

Option (2)

Option Term:	[] months
Estimated Level of Effort:	[] DPLH
Estimated Cost:	\$ []
Fixed Fee:	\$ []
Total Estimated Cost Plus Fixed Fee:	\$ []

Option (3)

Option Term:	[] months
Estimated Level of Effort:	[] DPLH
Estimated Cost:	\$ []
Fixed Fee:	\$ []
Total Estimated Cost Plus Fixed Fee:	\$ []

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK (NOV 1997)

The Statement of Work is located in Part III -- Section J, Attachment A to this contract.

C.2 REPORTS (MAY 1998)

Reports shall be prepared and submitted in accordance with the reporting requirements described in Part III -- Section J, Attachment B.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING (FEB 1999)

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s).

Except for those reports required by the Reporting Requirements Checklist of the contract, which are coded by A (As required) where the urgency of receipt of the report by the Government necessitates the use of the most expeditious method of delivery, reports deliverable under this contract shall be mailed by other than first-class mail, unless the urgency of the deliverable sufficiently justifies the use of first-class mail. The Contractor shall not utilize certified or registered mail or private parcel delivery service for the distribution of reports under this contract without the advance approval of the Contracting Officer except for those reports coded A.

D.2 MARKING (JAN 1999)

Each package, report or other deliverable shall be accompanied by a letter or other document which:

- (1) Identifies the contract by number under which the item is being delivered.
- (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).
- (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION (NOV 1997)

Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer's Representative (COR), or any other duly authorized Government representative.

E.2 ACCEPTANCE (MAR 1999)

Final acceptance of all work and effort under this contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT (NOV 1997)

The term of this contract is (24) months after the effective date of this contract.

F.2 EXERCISE OF OPTION(S) (NOV 1997)

The Department of Energy has included an option to purchase additional quantities of supplies or services and to extend the term of this contract. In order to demonstrate the value it places on quality performance, the Department has provided a mechanism for continuing a contractual relationship with a successful contractor that performs at a level which meets or exceeds quality performance expectations as communicated to the contractor, in writing by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the contractor's performance under this contract.

F.3 PRINCIPAL PLACE OF PERFORMANCE (FEB 1998)

The principal place of performance under this contract shall be at the Contractor's facility located in [TBD].

F.4 52.242-15 STOP-WORK ORDER. (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES (FEB 2000)

To promote timely and effective administration, correspondence (except for invoices and reports) submitted under this contract shall be subject to the following procedures:

(a) **Technical Correspondence**

Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the DOE Contracting Officer's Representative, with an information copy of the correspondence to the DOE Contract Specialist.

(b) **Property Correspondence**

Property correspondence (as used herein, this term includes correspondence which addresses matters which relate to property issues which come under the contract's Government property provisions) shall be addressed to the DOE Property Administrator, with information copies of the correspondence to the DOE Contracting Officer's Representative and the DOE Contract Specialist.

(c) **Indirect Rate Correspondence**

All correspondence relating to the establishment, revision, and negotiation of billing and final indirect cost rates shall be addressed to the Contracting Officer for Indirect Cost Rate Management, with information copies of the correspondence to the DOE Contract Specialist.

(d) **Correspondence on Patent or Technical Data Issues**

Correspondence concerning patent or technical data issues shall be addressed to the Office of Intellectual Property Law, U.S. Department of Energy, Chicago Operations Office, 9800 South Cass Avenue, Building 201, Argonne, IL 60439.

Information copies of correspondence being sent to the Intellectual Property Law Division shall also be sent to the NETL Patent Attorney, the DOE Contract Specialist, and the Contracting Officer's Representative.

(e) **Other Correspondence**

All other correspondence shall be addressed to the DOE Contract Specialist with information copies of the correspondence to the DOE Contracting Officer's Representative.

(f) **Subject Line(s)**

All correspondence shall contain a subject line commencing with the contract number, i.e., DE-AC26-01NT40805, and identifying the specific contract action requested.

G.2 SUBMISSION OF VOUCHERS/INVOICES (APR 2000)

(a) Voucher Form (SF 1034)

In requesting reimbursement, contractors shall use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal), and F4220.50 (Statement of Cost). Electronic versions of the SF1034 and the F4220.50 can be found on the NETL website at <http://www.netl.doe.gov/business/forms/forms.html>. The Statement of Cost shall be supported by the information contained in Paragraph (b) of this clause and shall provide, as a minimum, a breakout by line item, task, and subtask order for the current billing period and cumulatively for the entire contract. Acceptable substitutes for the forms (which provide the same necessary information) may be used.

In accordance with FAR 52.232-25, "Prompt Payment," all invoices shall include the following information:

- (1) Name and address of contractor/vendor
- (2) Invoice date
- (3) Contract number or other authorization for delivery of property or service
- (4) Description, price and quantity of property and services actually delivered or rendered
- (5) Shipping and payment terms
- (6) Name (where practicable), title, phone number and complete mailing address of responsible official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment)
- (7) Name (where practicable), title, phone number and complete mailing address of the person to be notified in the event of a defective invoice.
- (8) Other substantiating documentation or information as required by the contract.

(b) Supporting Documentation

Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.) the hourly rate, and the labor cost per category; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.

Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.

(c) Submission of Voucher

Submit one copy of the original voucher including the certified Statement of Cost and Supporting Documentation to the following payment office:

U. S. Department of Energy
Oak Ridge Financial Services Center
P. O. Box 4787
Oak Ridge, TN 37831

In addition, submit two copies of the voucher including the certified Statement of Cost and Supporting Documentation to the following address:

U. S. Department of Energy
National Energy Technology Laboratory
ATTN: Accounts Payable, MS921-107
P.O. Box 10940
Pittsburgh, PA 15204

(d) Billing Period

Vouchers shall be submitted no more frequently than monthly (unless prior written consent of the Contracting Officer for more frequent billing is obtained). The period of performance covered by vouchers should be the same as covered by any required monthly technical progress reports and/or monthly cost reports.

(e) Payment Method

In accordance with Mandatory Information for Electronic Funds Transfer Payment, payment under this contract will be made utilizing the Automated Clearing House (ACH) network. The payment system is specifically referred to as "Vendor Express."

(f) Defective Invoices

Invoices that are determined to be defective, and therefore not suitable for payment, shall be returned to the Contractor as soon as practicable, specifying the reason(s) why the invoice is not proper.

(g) Status of Payments

The Oak Ridge Financial Service Center (ORFSC) has a system via Internet, in which contractors can request information about payments by invoice, by contract number, and/or by paid date. The system is called Vendor Inquiry Payment Electronic Reporting System (VIPERS) and is available to contractors at the following website: <http://finweb.oro.doe/vipers.htm>. Contractors must have a federal tax identification number (TIN) and then obtain a personal identification number (PIN) to access the system.

G.3 NOTICE OF INVOICE PROCESSING BY SUPPORT CONTRACTOR (DEC 1999)

A support service contractor performs the function of processing of all invoices submitted to the National Energy Technology Laboratory, against its awards. Therefore, this contractor has access to your business confidential cost/rate information. A special provision in this contractor's award requires the confidential treatment by all contractor employees of any and all business confidential information of other contractors and financial assistance recipients to which they have access.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONSECUTIVE NUMBERING (JAN 1999)

Due to automated procedures employed in formulating this document, clauses and provisions contained within it may not always be consecutively numbered.

H.2 TECHNICAL DIRECTION (JUNE 1998)

- (a) Performance of the work under this contract shall be subject to the technical direction of the Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
 - (1) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, required pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work.
 - (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
 - (3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.
- (b) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction which:
 - (1) Constitutes an assignment of additional work outside the Statement of Work;
 - (2) Constitutes a change as defined in the contract clause entitled "Changes";
 - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (c) All technical directions shall be issued in writing by the COR.
- (d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within the authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (b)(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:
 - (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract; or

- (2) Advise the Contractor within a reasonable time that the Government will issue a written change order.
- (e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes - Alternate I".

H.3 MODIFICATION AUTHORITY (NOV 1997)

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) accept nonconforming work,
- (b) waive any requirement of this contract, or
- (c) modify any term or condition of this contract.

H. 4 GOVERNMENT PROPERTY AND DATA (JAN 1999)

- (a) Except as otherwise authorized by the Contracting Officer in writing, the Contractor is not authorized to acquire as a direct charge item under this contract any equipment (including office equipment), furniture, fixtures or other personal property items.
- (b) Acquisition Authorization Requirements
 - (1) In the course of performance of this contract, the Contractor may only acquire and direct charge to this contract such items on the "List of Government Property -- Contractor Acquired" (Part III -- Section J, Attachment [TBD]) to this contract.
 - (2) The Contractor may request authorization for acquisition of additional items from the Contracting Officer. Any such request shall include an analysis of the most economical method of acquisition (e.g., lease versus purchase) and shall describe the material equity arising from any proposed lease arrangement, such as option credits.
 - (3) Any changes in the acquisition authorization shall be reflected in a modification to this contract which revises the "List of Government Property -- Contractor Acquired" (Part III -- Section J, Attachment [TBD]) to this contract.
 - (4) Authorization to acquire does not constitute consent to the placement of a subcontract.
- (c) Government-Furnished Property and Data

Except as otherwise authorized by the Contracting Officer in writing, only that property and data specifically included in the "List of Government-Furnished Property" (Part III -- Section J, Attachment [TBD]) to the contract, shall be furnished.

(d) Reporting Requirements

The reports required shall be submitted in accordance with 48 CFR 945 and the reporting requirements set forth in Part III, Section J, Attachment B.

The reports are to include all capital equipment and sensitive items acquired or furnished under this contract, whether or not listed on the attachments referenced above.

H.5 KEY PERSONNEL/PROGRAM MANAGER (MAR 1998)

The key personnel, which includes the Program Manager, specified below, are considered to be essential to the work being performed under this award; moreover, any changes to these personnel require prior DOE Contracting Officer's written approval.

The Program Manager shall serve as the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the DOE Contracting Officer's Representative may issue within the terms and conditions of the contract.

The following is a list of key personnel that have been approved for this contract:

<u>Name</u>	<u>Title</u>
[TBD]	[TBD]

Prior to diverting any of the specified individuals, the Contractor shall notify the Contracting Officer not less than thirty (30) calendar days prior to the diversion or substitution of key personnel and shall submit a written justification (including qualifications of proposed substitutions) to permit evaluation. The proposed changes will be approved in writing at the sole discretion of the Contracting Officer, with concurrence of the Contracting Officer's Representative.

H.6 PRIOR APPROVAL REQUIREMENTS FOR PLACEMENT OF SUBCONTRACTS/CONSULTANTS (OCT 1998)

The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract, including consultants, for which advance notification is required under FAR 52.244-2, "Subcontracts".

Any request for subcontract/consultant approval shall include the elements prescribed by FAR 52.244-2, including subcontractor/consultant Representations and Certifications. For consultants the Contractor will obtain and furnish information supporting the need for and selection of such consultant services and the reasonableness of the fees to be paid, including, but not limited to, whether fees to be paid to any consultant exceed the lowest fee charged by such consultants to others for performing consulting services of a similar nature.

Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts and/or consultants shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost, revision of this contract or any of the respective obligations of the parties thereunder, or creation of any subcontractor privity of contract with the Government.

The Contractor is hereby given consent to the placement of the following subcontractors, which were evaluated during negotiations:

[TBD]

Notwithstanding this consent, the Contractor shall ensure compliance with FAR 52.244-2. Also, since these subcontracts and/or consultants have as a purpose the conduct of research, development and demonstration work, they must additionally contain all applicable flow-down clauses contained in Part II, Section I.

H.7 TRAVEL AND PER DIEM COSTS (FEB 1998)

Costs incurred by contractor personnel for travel, including costs of lodging, other subsistence, and incidental expenses, shall be considered to be reasonable and allowable only to the extent that they do not exceed the rates and amounts set by Subchapter I of Chapter 57 of Title 5, United States Code, or by the Administrator of General Services or the President (or his designee) pursuant to any revision of such subchapter; and are allowable pursuant to the "Allowable Cost and Payment" clause, FAR 52.216-7.

Foreign travel shall be subject to DEAR 952.247-70.

H.8 ORDERING PROCEDURE (NOV 1997)

Performance under this contract shall be subject to the following ordering procedure:

- (a) The Contractor shall incur costs under this contract only in the performance of Task Orders and revisions to Task Orders issued in accordance with this ordering procedure. No other costs are authorized without the express written consent of the Contracting Officer (CO).
- (b) From time to time during the period of performance of this contract, Task Orders will be issued in writing by the Contracting Officer designating (1) the task to be performed; (2) the schedule of performance; (3) authorized travel; and (4) any Government-furnished property. Such Task Orders will specify deliverables and required delivery dates. Deliverables may consist of statements, charts, reports, briefing notes, tabulations, view graphs, and other forms of presentation as appropriate. If appropriate, based on 48 CFR 945, property which is Government-furnished or Contractor-acquired will also be listed in the property schedules of this contract as well as in the individual Task Orders.
- (c) Task Orders will be issued on forms specified and provided by the Government. Task Orders will be numbered. A modification to the Task Orders will be identified by an alpha designation following the existing Task Order number indicating the revision sequence.
- (d) The Contractor shall submit within ten (10) calendar days, after receipt of each Task Order issued by the Contracting Officer, a one-time Contractor Task Plan. The Task Plan is the Contractor's overall estimate for the completion of the Task Order and shall include the following:
 - (1) Date of commencement of work, and any necessary revision to the schedule of performance.
 - (2) Direct Productive Labor Hours (DPLH), both straight and overtime, (if authorized), on a monthly basis by applicable labor category, and the total DPLH, including those in (4) below, estimated to complete the task.
 - (3) The travel and material estimate.

- (4) An estimate for subcontractors and consultants; including the DPLH, if applicable.
- (5) Estimated computer use time required, if applicable.
- (6) Other pertinent information, indirect costs, consultants, intertransfers, etc.
- (7) The total estimated cost and fixed fee for completion of the Task Order.
- (e) The Contractor's Task Plan is subject to the review of the Contracting Officer or designee. After a Task Assignment is issued, if any revision becomes necessary to the estimated cost (more than + or - 10% variance), or level of effort (more than + or - 10% variance), the Contractor shall promptly submit to the Contracting Officer or designee a revised Task Plan with explanatory notes.
- (f) This ordering procedure is of a lesser order of precedence than the "Limitation of Cost," "Limitation of Funds," "Completion Dates," "Term of Contract," or "Level of Effort" clauses of the contract. The Contractor is not authorized to incur costs on Task Orders which are not in compliance with any of those clauses of the contract.

H.9 LEVEL OF EFFORT (JAN 1992)

- (a) In the performance of Task Assignments issued pursuant to the ordering procedure of this contract, the Contractor shall provide that estimated total of Direct Productive Labor-Hours (DPLH) which is specified in Part I, Section B during the term of the contract. The term of the contract is defined as the total contract period, including all exercised options. Direct Productive Labor-Hours (DPLH) are defined as actual work hours exclusive of vacation, holiday, sick leave, and other absences.
- (b) The DPLH delineated in Part I, Section B, are provided for estimating purposes. Changes in programmatic requirements may cause a substantial increase or decrease in the number of DPLH identified in Part I, Section B. The Contractor shall be required to provide all DPLH which may be needed to complete the Task Assignments issued during the term of the contract. However, the Contractor shall not proceed beyond the estimated DPLH unless authorized to do so in a contract modification issued by the Contracting Officer.
- (c) The fixed fee set forth in Part I, Section B, clauses entitled "Estimated Cost and Fixed Fee" and "Option to Extend the Term of the Contract", is based upon the Contractor providing the total DPLH. In the event the Contractor is required to provide more than the estimated DPLH cited in Part I, Section B, the Contractor agrees to promptly enter into negotiations for such an increase and any contract modification resulting from such negotiations will provide for adjustments to the estimated cost, fixed fee and DPLH. However, if the total work effort provided by the Contractor during the term is less than 90% of the DPLH cited in Part I, Section B, the fixed fee of the contract shall be reduced in proportion to the ratio of the DPLH actually provided to 100% of the estimated DPLH as follows:

DPLH actually provided x specified fixed fee = adjusted fixed fee

100% estimated DPLH

- (d) Nothing in this clause shall be construed to constitute authorization for work not in accordance with the "Limitation of Cost," "Limitation of Funds," "Completion Dates," or "Term of Contract" clauses of the contract.

H.10 CONFIDENTIALITY OF INFORMATION (MAY 1998)

To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

- (a) Information which, at the time of receipt by the Contractor, is in the public domain;
- (b) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
- (c) Information which the Contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
- (d) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.

The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.

The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.

This clause shall flow down to all subcontracts.

H.11 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR (JUNE 1998)

The Representations, Certifications and Other Statements of the Offeror for this contract are hereby incorporated by reference.

H.12 POSITION QUALIFICATIONS (APR 1984)

Contractor direct labor personnel assigned to the performance of this contract shall satisfy as a minimum the applicable labor category qualifications, both education and experience, set forth in the "Position Qualifications" attachment to this contract, except as the Contracting Officer may authorize. (See, Part III, Section J, Attachment C.

H.13 INDIRECT COSTS (MAY 1998)

Pending establishment of final indirect cost rates for any period, billing, and reimbursement of indirect costs shall be made on the basis of provisional rates approved by the Contracting Officer. The following rates are the Contracting Officer approved rates as of the date of this contract:

<u>Indirect Cost</u>	<u>Base of Application</u>	<u>Provisional Rate(s)</u> <u>Contractor's Fiscal Year(1)</u>		
		FY[]	FY[]	FY[]
Overhead	[]	[]	[]	[]
G&A	[]	[]	[]	[]

(1) For Contractor's FY beginning [] and ending [].

If, during the period of performance the contractor's provisional rates change, the contractor shall notify the Contracting Officer in writing. The contractor shall also submit this notification to the cognizant Government audit agency and the cognizant Government agency for administration if this contract has been delegated. After notification from the cognizant administration agency and/or audit agency, the Contracting Officer shall modify the contract incorporating the DOE-approved provisional rates for the current period.

If, during the period of performance of this contract, provisional rates have not been established for a particular fiscal year via a contract modification, then the contractor shall continue to bill those rates most recently approved by the Contracting Officer, until such time as the contract is modified to reflect the most current approved rates.

H.14 COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS (FEB 1998)

In performing work under this contract, the Contractor shall comply with all relevant federal, state, and local statutes, ordinances, laws, and regulations.

H.15 CONTRACTOR PRESS RELEASES (APR 1998)

The DOE policy and procedure on news releases requires that all Contractor press releases be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least ten (10) days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned press releases related to work performed under this contract. The Contracting Officer will then obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.16 SAFETY & HEALTH AND ENVIRONMENTAL PROTECTION (JUNE 1998)

- (a) The Contractor shall implement the DOE work in accordance with all applicable Federal, State and local law as, including codes, ordinances and regulations, covering safety, health and environmental protection.
- (b) The Contractor agrees to include paragraph (a) of this clause in first-tier subcontracts and agrees to enforce the terms of this clause.

H.17 YEAR 2000 COMPLIANCE (APR 1998)

Year 2000 compliant means, with respect to information technology, the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology being acquired, properly exchanges date/time data with it.

The contractor assures, by acceptance of this award, that any items delivered under this contract are year 2000 compliant.

H.18 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS (DEC 1999)

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulations (Clauses starting with 52): <http://www.arnet.gov/far/index.html>

Department of Energy Regulations (Clauses starting with 952): <http://www.pr.doe.gov/dear.html>

<u>I.2 52.202-1</u>	<u>DEFINITIONS.</u>	<u>OCT 1995</u>
<u>I.3 952.202-1</u>	<u>DEFINITIONS.</u>	
<u>I.4 52.203-3</u>	<u>GRATUITIES.</u>	<u>APR 1984</u>
<u>I.5 52.203-5</u>	<u>COVENANT AGAINST CONTINGENT FEES.</u>	<u>APR 1984</u>
<u>I.6 52.203-6</u>	<u>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT.</u>	
	<u>JUL 1995</u>	
<u>I.7 52.203-7</u>	<u>ANTI-KICKBACK PROCEDURES.</u>	<u>JUL 1995</u>
<u>I.8 52.203-8</u>	<u>CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY.</u>	<u>JAN 1997</u>
<u>I.9 52.203-10</u>	<u>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY.</u>	
	<u>JAN 1997</u>	
<u>I.10 52.203-12</u>	<u>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.</u>	<u>JUN 1997</u>
<u>I.11 52.204-4</u>	<u>PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER.</u>	
	<u>JUN 1996</u>	
<u>I.12 952.208-70</u>	<u>PRINTING.</u>	<u>APR 1984</u>
<u>I.13 52.209-6</u>	<u>PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT.</u>	<u>JUL 1995</u>
<u>I.14 52.215-2</u>	<u>AUDIT AND RECORDS - NEGOTIATION.</u>	<u>JUN 1999</u>
<u>I.15 52.215-8</u>	<u>ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT.</u>	
	<u>OCT 1997</u>	
<u>I.16 52.215-10</u>	<u>PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA.</u>	
	<u>OCT 1997</u>	
<u>I.17 52.215-12</u>	<u>SUBCONTRACTOR COST OR PRICING DATA.</u>	<u>OCT 1997</u>
<u>I.18 52.215-15</u>	<u>PENSION ADJUSTMENTS AND ASSET REVERSIONS.</u>	<u>DEC 1998</u>
<u>I.19 52.215-16</u>	<u>FACILITIES CAPITAL COST OF MONEY.</u>	<u>OCT 1997</u>
<u>I.20 52.215-17</u>	<u>WAIVER OF FACILITIES CAPITAL COST OF MONEY.</u>	<u>OCT 1997</u>
<u>I.21 52.215-18</u>	<u>REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS.</u>	<u>OCT 1997</u>
<u>I.22 52.215-19</u>	<u>NOTIFICATION OF OWNERSHIP CHANGES.</u>	<u>OCT 1997</u>
<u>I.23 52.215-21</u>	<u>REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS.</u>	<u>OCT 1997</u>
<u>I.24 52.216-7</u>	<u>ALLOWABLE COST AND PAYMENT.</u>	<u>MAR 2000</u>
<u>I.25 52.216-8</u>	<u>FIXED FEE.</u>	<u>MAR 1997</u>

<u>I.26 52.217-8</u>	<u>OPTION TO EXTEND SERVICES.</u>	<u>NOV 1999</u>
<u>I.27 52.219-4</u>	<u>NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS.</u>	<u>JAN 1999</u>
<u>I.28 52.219-8</u>	<u>UTILIZATION OF SMALL BUSINESS CONCERNS.</u>	<u>OCT 1999</u>
<u>I.29 52.219-11</u>	<u>SPECIAL 8(A) CONTRACT CONDITIONS.</u>	<u>FEB 1990</u>
<u>I.30 52.219-12</u>	<u>SPECIAL 8(A) SUBCONTRACT CONDITIONS.</u>	<u>FEB 1990</u>
<u>I.31 52.219-14</u>	<u>LIMITATIONS ON SUBCONTRACTING.</u>	<u>DEC 1996</u>
<u>I.32 52.219-17</u>	<u>SECTION 8(A) AWARD.</u>	<u>DEC 1996</u>
<u>I.33 52.219-18</u>	<u>NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS.</u>	<u>JUN 1999</u>
<u>I.34 52.222-1</u>	<u>NOTICE TO THE GOVERNMENT OF LABOR DISPUTES.</u>	<u>FEB 1997</u>
<u>I.35 52.222-2</u>	<u>PAYMENT FOR OVERTIME PREMIUMS.</u>	<u>JUL 1990</u>
<u>I.36 52.222-3</u>	<u>CONVICT LABOR.</u>	<u>AUG 1996</u>
<u>I.37 52.222-21</u>	<u>PROHIBITION OF SEGREGATED FACILITIES.</u>	<u>FEB 1999</u>
<u>I.38 52.222-26</u>	<u>EQUAL OPPORTUNITY.</u>	<u>FEB 1999</u>
<u>I.39 52.222-35</u>	<u>AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA.</u>	<u>APR 1998</u>
<u>I.40 52.222-36</u>	<u>AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES.</u>	<u>JUN 1998</u>
<u>I.41 52.222-37</u>	<u>EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA.</u>	<u>JAN 1999</u>
<u>I.42 52.223-6</u>	<u>DRUG-FREE WORKPLACE.</u>	<u>JAN 1997</u>
<u>I.43 952.224-70</u>	<u>PAPERWORK REDUCTION ACT.</u>	<u>APR 1994</u>
<u>I.44 52.225-10</u>	<u>NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM REQUIREMENT--CONSTRUCTION MATERIALS.</u>	<u>FEB 2000</u>
<u>I.45 52.225-11</u>	<u>BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS.</u>	<u>FEB 2000</u>
<u>I.46 52.225-13</u>	<u>RESTRICTIONS ON CERTAIN FOREIGN PURCHASES.</u>	<u>FEB 2000</u>
<u>I.47 952.226-74</u>	<u>DISPLACED EMPLOYEE HIRING PREFERENCE.</u>	<u>JUN 1997</u>
<u>I.48 52.227-2</u>	<u>NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT.</u>	<u>AUG 1996</u>
<u>I.49 FAR 52.227-14</u>	<u>RIGHTS IN DATA - GENERAL. (JUN 1987) WITH ALTERNATE V (JUN 1987) AS AMENDED BY DEAR 927.409</u>	<u>JAN 1999</u>
<u>I.50 52.227-16</u>	<u>ADDITIONAL DATA REQUIREMENTS.</u>	<u>JUN 1987</u>
<u>I.51 52.227-23</u>	<u>RIGHTS TO PROPOSAL DATA (TECHNICAL).</u>	<u>JUN 1987</u>
<u>I.52 52.228-7</u>	<u>INSURANCE - LIABILITY TO THIRD PERSONS.</u>	<u>MAR 1996</u>
<u>I.53 52.232-9</u>	<u>LIMITATION ON WITHHOLDING OF PAYMENTS.</u>	<u>APR 1984</u>
<u>I.54 52.232-17</u>	<u>INTEREST.</u>	<u>JUN 1996</u>
<u>I.55 52.232-18</u>	<u>AVAILABILITY OF FUNDS.</u>	<u>APR 1984</u>
<u>I.56 52.232-20</u>	<u>LIMITATION OF COST.</u>	<u>APR 1984</u>
<u>I.57 52.232-22</u>	<u>LIMITATION OF FUNDS.</u>	<u>APR 1984</u>
<u>I.58 52.232-23</u>	<u>ASSIGNMENT OF CLAIMS.</u>	<u>JAN 1986</u>
<u>I.59 52.232-25</u>	<u>PROMPT PAYMENT.</u>	<u>JUN 1997</u>

<u>I.60 52.232-33</u>	<u>PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL CONTRACTOR</u>	
	<u>REGISTRATION.</u>	<u>MAY 1999</u>
<u>I.61 52.233-1</u>	<u>DISPUTES. (OCT 1995) -- ALTERNATE I</u>	<u>DEC 1991</u>
<u>I.62 52.233-3</u>	<u>PROTEST AFTER AWARD. (AUG 1996) -- ALTERNATE I</u>	<u>JUN 1985</u>
<u>I.63 952.235-70</u>	<u>KEY PERSONNEL.</u>	<u>APR 1994</u>
<u>I.64 52.237-10</u>	<u>IDENTIFICATION OF UNCOMPENSATED OVERTIME.</u>	<u>OCT 1997</u>
<u>I.65 52.242-1</u>	<u>NOTICE OF INTENT TO DISALLOW COSTS.</u>	<u>APR 1984</u>
<u>I.66 52.242-3</u>	<u>PENALTIES FOR UNALLOWABLE COSTS.</u>	<u>OCT 1995</u>
<u>I.67 52.242-4</u>	<u>CERTIFICATION OF FINAL INDIRECT COSTS.</u>	<u>JAN 1997</u>
<u>I.68 52.242-13</u>	<u>BANKRUPTCY.</u>	<u>JUL 1995</u>
<u>I.69 52.243-2</u>	<u>CHANGES - COST-REIMBURSEMENT. (AUG 1987) -- ALTERNATE I</u>	
	<u>APR 1984</u>	
<u>I.70 52.244-2</u>	<u>SUBCONTRACTS. (AUG 1998) -- ALTERNATE II</u>	<u>AUG 1998</u>
<u>I.71 52.244-6</u>	<u>SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL</u>	
	<u>COMPONENTS.</u>	<u>OCT 1998</u>
<u>I.72 952.245-5</u>	<u>GOVERNMENT PROPERTY COST REIMBURSEMENT, TIME-AND-</u>	
	<u>MATERIALS, OR LABOR-HOUR CONTRACTS.</u>	
<u>I.73 52.246-25</u>	<u>LIMITATION OF LIABILITY--SERVICES.</u>	<u>FEB 1997</u>
<u>I.74 52.248-1</u>	<u>VALUE ENGINEERING.</u>	<u>FEB 2000</u>
<u>I.75 52.249-6</u>	<u>TERMINATION (COST-REIMBURSEMENT).</u>	<u>SEP 1996</u>
<u>I.76 952.251-70</u>	<u>CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS.</u>	<u>JUN 1995</u>
<u>I.77 52.253-1</u>	<u>COMPUTER GENERATED FORMS.</u>	<u>JAN 1991</u>

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (MAR 1999)

ATTACHMENT	DESCRIPTION	PAGES
A	Statement of Work	4
B	Reporting Requirements	4
C	Position Qualifications	[]

J.2 ATTACHMENT A - STATEMENT OF WORK (MAR 1999)

STATEMENT OF WORK Marketing Partnerships and Studies in Support of the DOE's Energy Star Programs

1.0 INTRODUCTION

The Department of Energy (DOE) is jointly managing a suite of projects with the Environmental Protection Agency (EPA) collectively known as the ENERGY STAR program. In accordance with an interagency Memorandum of Cooperation between DOE and EPA, DOE is generally responsible for major appliances ("white goods"), water heaters, compact fluorescent lamps, and windows. Included in DOE's portfolio of products - those already carrying the ENERGY STAR label and those expected to obtain the label - are refrigerators, dishwashers, clothes washers, room air conditioners, water heaters, windows, and compact fluorescent lamps. The agencies share responsibility for programs targeted at improving the efficiency of residential retrofit projects which package appliances, lighting, windows, insulation and other products. More information on the Energy Star Program can be found at www.energystar.gov.

The general strategy of the ENERGY STAR program is to (1) establish performance criteria for target products, (2) affix the ENERGY STAR label to qualifying models, (3) educate consumers to look for the ENERGY STAR label when making product purchases, (4) maximize private sector participation in the ENERGY STAR program, and (5) assess program progress and adjust activities accordingly.

2.0 DESCRIPTION OF WORK

The contractor may be required to perform any or all of the following tasks:

2.1 Program Design

Implement and maintain consumer education and labeling campaigns for existing building products. Design and implement programs for adding new appliances or products to the ENERGY STAR portfolio. Update existing promotional, labeling and consumer education programs for current ENERGY STAR products over the course of this contract.

Design and implement other programs to accelerate the introduction of new technologies, such as volume purchase programs, demonstration programs, and Federal procurement programs. Design and implement programs that involve homebuilders and remodeling contractors to market combinations of energy efficient products or whole building systems.

2.1.1 Product Selection

Provide recommendations on classes of appliances or other building products that can be added to the ENERGY STAR portfolio to advance the goals of the program. Develop and apply criteria such as market differentiation, technology advances, price and market availability to candidate product classes in forming recommendations.

2.1.2 Performance Levels

For new product categories, provide recommendations on appropriate target levels for new ENERGY STAR product classes sufficient to advance the goals of increasing sales of energy efficient products. When target levels for existing ENERGY STAR products are adjusted in anticipation of new federal minimum standards, anticipated standards rulings, technological breakthroughs, or marketplace changes, provide recommendations relative to appropriate target levels and schedules for adjusting the target levels of existing ENERGY STAR product classes.

2.1.3 Marketing System.

For new ENERGY STAR product classes, develop marketing systems necessary to adequately inform consumers about the benefits of purchasing ENERGY STAR products by generating participation from product retailers, manufacturers, utilities, state and local governments, and market transformation groups. For existing product classes, provide recommendations for changes to the existing marketing schemes and systems sufficient to maintain product retailer, manufacturer and utility interest in continuing to market ENERGY STAR products.

2.2 Partner Liaison

The contractor shall maintain existing relationships with retailer manufacturer and utility partners. The contractor shall actively recruit new partners to assist the Government in promoting the ENERGY STAR portfolio of products and educating consumers on the benefits of purchasing efficient appliances and building products.

2.2.1 Retailers

Currently, companies with about 4,000 storefronts have signed agreements either directly with DOE or with utilities, state and local governments, and market transformation groups participating in the program to promote ENERGY STAR products on their sales floors. The contractor will recruit new retail partners to promote ENERGY STAR products through mailings, distribution of recruiting packages, phone calls, and recruiting visits. The contractor shall target national chains, large regional chains, and associations of independent dealers.

2.2.2 Utilities, State and Local Governments, Market Transformation Groups

Function as the Department's primary liaison with sponsors of market transformation programs, including utilities, state and local governments and other non-governmental organizations. Recruit new partners from this sector, and will work with existing partners to coordinate their programs with retail and manufacturing partners, and with different programs around the country. Work with state and local regulators to support state policies beneficial to market transformation programs like the ENERGY STAR program.

2.2.3 Manufacturers

Recruit new manufacturing partners to label ENERGY STAR appliances, windows and CFLs, and work to increase the level of ENERGY STAR promotion from each of these partners.

2.2.4 Homebuilders and Remodeling Contractors

Work with builders and remodeling contractors to promote packages of ENERGY STAR qualified building products in new homes and in remodeling projects.

2.3 Consumer Education

Work to encourage the dissemination of point-of-sale consumer education by manufacturers, retailers, utilities, state and local governments and other market transformation groups. Maintain an ENERGY STAR home page on the Internet, participate in a national brand awareness campaign for ENERGY STAR, and develop sales training curricula for retail sales staff.

2.3.1 Point-of-Purchase

Develop, produce and distribute all point-of-purchase and display materials to partners sufficient to allow adequate display of the ENERGY STAR logo in retail stores. Coordinate with EPA to ensure that updated ENERGY STAR labels and all other point-of-purchase materials are consistent between the two agencies and across all products.

2.3.2 Web Site

Operate and maintain a server for the “energystar.gov” web site, sufficient to handle all inquiries to the site. The contractor will maintain and update/refresh the graphics portions of the web site to reflect refreshed ENERGY STAR promotional campaigns, new products, etc. Develop features to enhance the usefulness of the site and coordinate with EPA to ensure consistent look and feel and ease of navigation across all product areas.

2.3.3 Brand-awareness Campaign

Arrange/coordinate visits, interviews and events around the DOE ENERGY STAR program, including major partner signings, product introductions, partner promotions or other specific events identified by DOE to increase public awareness of the value of purchasing energy efficient products bearing the ENERGY STAR label. Prepare talking points, press kits and fact sheets for DOE participation in EPA’s ENERGY STAR brand campaign. Produce videotape archives and promotional videos for use by DOE in increasing public awareness of the ENERGY STAR label.

2.3.4 Sales Training Materials

Update existing training materials and produce new materials as required to meet commitments to retail partners who wish to use them in their own training programs.

2.3.5 In-Store brochures

Develop and distribute consumer education brochures for new product classes and update existing brochures as required to satisfy commitments to retail, manufacturer, utility, state and local government and market transformation partners.

2.4 Metrics and Evaluation

Collect and analyze sales data on DOE’s ENERGY STAR products. Provide reports of the masked sales data to DOE and other partners in the ENERGY STAR program for review.

2.5 Program Management

2.5.1 Interagency Coordination

Establish and maintain an interface with the appropriate Federal and/or contractor representatives of the EPA and the FTC to ensure proper coordination with the DOE effort under this contract.

2.5.2 Travel

Arrange and manage travel necessary to establish and maintain contact with existing and prospective partners and to adequately perform the requirements of this statement of work.

2.5.3 Printing and Copying

Provide for production of printed materials and copies of documents, displays, and consumer education information in accordance with applicable DOE regulations.

2.1.5.4 Equipment

The contractor shall provide all equipment necessary to fulfill the requirements of this statement of work, particularly with respect to updating and maintaining the energystar.gov web page and server.

2.1.6 Technical Analysis in support of the Energy Star and related programs

Perform engineering, scientific, and economic studies to support the Energy Star Program and related programs.

3.0 DELIVERABLES

Deliverables are to be submitted in accordance with the attached Reporting Requirements or as specified in individual Task Orders issued under this contract.

NETL F 541.1-5#
(12/1999) OPI=PS10
(Previous Editions Obsolete)

REPORTING REQUIREMENTS CHECKLIST

1. AWARDEE:				2. IDENTIFICATION NUMBER:																																											
3. REPORT SUBMISSION ADDRESS: <i>The requested quantity of all required report deliverables shall be submitted to the following address:</i> NETL AAD DOCUMENT CONTROL BLDG. 921 U.S. DEPARTMENT OF ENERGY NATIONAL ENERGY TECHNOLOGY LABORATORY P.O. BOX 10940 PITTSBURGH, PA 15236-0940																																															
4. PLANNING AND REPORTING REQUIREMENTS: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 10%;">FORM NO.</th> <th style="width: 10%;">FREQ.</th> <th style="width: 10%;">NUMBER OF COPIES</th> <th style="width: 60%;"></th> <th style="width: 10%;">FORM NO.</th> <th style="width: 10%;">FREQ.</th> <th style="width: 10%;">NUMBER OF COPIES</th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;"> A. GENERAL MANAGEMENT <input type="checkbox"/> Management Plan <input checked="" type="checkbox"/> Status Report <input type="checkbox"/> Summary Report </td> <td style="vertical-align: top;">None None 1332.2</td> <td style="vertical-align: top;">M</td> <td style="vertical-align: top;">4</td> <td style="vertical-align: top;"> E. 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6. SPECIAL INSTRUCTIONS: The forms identified in the checklist are available at http://www.netl.doe.gov/business/forms/forms.html . Alternate formats are acceptable provided the contents remain consistent with the form. All technical reports submitted to the DOE must be accompanied by a completed and signed <u>NETL F 2050.4</u> , addressing patent information.																																															

J.1 GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF REPORTS (MAR 1999)

The contractor shall prepare and submit (postage prepaid) the plans and reports indicated on the "Reporting Requirements Checklist" to the addressee identified on the checklist. The level of detail the contractor provides in the plans and reports shall be commensurate with the scope and complexity of the effort and shall be as delineated in the guidelines and instructions contained herein. The prime contractor shall be responsible for acquiring data from any subcontractors to ensure that data submitted are compatible with the data elements which prime contractors are required to submit to DOE.

J.2 STATUS REPORT (MAR 1999)

The Status Report is the contractor's project manager brief narrative assessment (by WBS) of the work actually performed and the overall status of the various tasks.

The Status Report provides a concise narrative assessment of the status of the work being performed under the contractual agreement. DOE management uses the report to monitor status and to provide early recognition of potential problem areas. The report highlights changes to objectives, changes to technical approach, relationship to previously planned activities, task variances from baselines in excess of stipulated thresholds by WBS reporting element, causative factors, and actions taken or proposed to resolve them, list of presentations and publications, as well as factors with potential for causing significant variances in the future. Task progress of major accomplishments for each task in bullet form may also be highlighted. The report identifies open items requiring action by DOE or the contractor. The report also provides a summary assessment of the current situation, including forecast of the near future and the expected impact on project accomplishment.

J.3 HOT LINE REPORT (JAN 2000)

The "Hot Line" Report may be used to report a major breakthrough in research, development, or design; an event causing a significant schedule slippage or cost overrun; an environmental, safety and health violation; achievement of or failure to achieve an important technical objective; or any requirement for quickly documented direction or redirection. The report shall be submitted by the most rapid means available, usually electronic, and should confirm telephone conversations with DOE representatives. Identification as a "Hot Line Report" serves notice at each link in the delivery chain that expedition in handling is required. Unless otherwise agreed by the parties involved, DOE is expected to take action and respond in a similarly timely manner. The report should include:

1. Contractor's name and address;
2. Contract title and number;
3. Date;
4. Brief statement of problem or event;
5. Anticipated impacts; and
6. Corrective action taken or recommended.

Hot line reports shall document the incidents listed below:

1. Any single fatality or injuries requiring hospitalization of five or more individuals is to be immediately reported.
2. Any significant environmental permit violation is to be reported as soon as possible, but within 24 hours of the discovery of the incident.

3. Other incidents that have the potential for high visibility in the media are to be reported as quickly as possible, but within 24 hours following discovery.
4. Any failure resulting in damage to Government-owned equipment in excess of \$50,000 is to be reported as quickly as possible, but within 24 hours of the discovery of the failure.
5. Any unplanned event which is anticipated to cause a schedule slippage or cost increase significant to the project is to be reported within 24 hours.
6. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes arising from the performance of this contract is to be immediately reported.
7. Any accidental spill or release which is in violation of any Environmental, Safety, and Health statutes arising from the performance of this contract is to be immediately reported, but within 24 hours of the discovery of the accident.
8. Any incident which causes a significant process or hazard control system failure, or is indicative of one which may lead to any of the above defined incidents, is to be reported as soon as possible, but within 5 days of discovery.

The requirement to submit Hot Line Reports for the incidents identified in 1, 2, 3, 6, or 7 is for the sole purpose of enabling DOE officials to respond to questions relating to such events from the media and other public.

When an incident is reported in accordance with 4, 5, 6, 7, or 8, the contractor shall conduct an investigation of its cause and make an assessment of the adequacy of resultant action. A written report is required no later than ten (10) calendar days following the incident and shall include an analysis of the pertinent facts regarding the cause, and a schedule of the remedial events and time periods necessary to correct the action.

When an event results in the need to issue a written or verbal statement to the local media, the statement is to be cleared first; if possible, and coordinated with NETL Management and Communications Division, the Contracting Officer Representative (COR) and the Contracting Officer.

J.4 JOURNAL ARTICLES, CONFERENCE PAPERS AND PROCEEDINGS GENERATED BY A SMALL BUSINESS OR NONPROFIT ORGANIZATION FOR DOE REVIEW (JAN 2000)

The Contractor shall submit to DOE for review and approval all documents generated by the Contractor, or any subcontractor, which communicate the results of scientific or technical work supported by DOE under this award, whether or not specifically identified in the award, prior to submission for publication, announcement, or presentation. Such documents include journal articles, conference papers and proceedings, etc. Each such document shall be accompanied by a properly completed NETL Form 2050.4, "Request for Patent Clearance for Release of Contracted Research Documents."

The Contractor shall submit a draft version of the document to the COR prior to the publication, presentation, or announcement. The COR shall review the draft version of the document and notify the Contractor of approval or recommended changes. The final version, along with a completed NETL Form 2050.4, shall be submitted to the NETL AAD Document Control Coordinator.

The following information shall be provided for conference papers and proceedings, etc.

-- Name of conference

- Location of conference (city, state, and country)
- Date of conference (month/day/year)
- Conference sponsor

J.8 PROPERTY REPORTS (JAN 2000)

The NETL Property Handbook entitled "Management of Government Property in the Possession of Contractors," contains forms, instructions, and suggested formats for submission of property reports. This handbook can be found at <http://www.netl.doe.gov/business/index.html>.

J.9 REPORT OF TERMINATION OR COMPLETION INVENTORY (SF-1428 AND SF-120) (MAR 1999)

This report submitted on the SF-1428 and SF-120 is due immediately upon completion or termination of the contract. The contractor is required to perform and cause each subcontractor to perform a physical inventory, adequate for disposal purposes, of all Government property applicable to the contract.

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS OR QUOTERS**

**K.1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS. (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 52.204-3 TAXPAYER IDENTIFICATION. (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.3 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS). (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. *[Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]* The offeror represents that it [] is a women-owned business concern.

K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS. (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 52.215-6 PLACE OF PERFORMANCE. (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ____ intends, ____ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY, STATE, COUNTY, ZIP CODE	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
---	--

_____	_____
_____	_____

K.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (MAY 1999) -- ALTERNATE I (NOV 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 87.42.

(2) The small business size standard is **[insert size standard]**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, as part of its offer that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Woman-owned small business concern," as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small

Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (FEB 1999)

The offeror represents that -

- (a) It (___) has, (___) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It (___) has, (___) has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.8 52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)

The offeror represents that -

- (a) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.9 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING. (OCT 1996)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (*Check each block that is applicable.*)

___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

___ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.10 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE. (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block] --

___ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

___ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

K.11 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (JUNE 1999)

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [], has not [] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.12 SIGNATURE/CERTIFICATION (MAR 1999)

By signing below, the offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certification made by the offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Signature of the Officer or Employee
Responsible for the Offer

Date of Execution

Typed Name and Title of the Officer or Employee
Responsible for the Offer

Name and Address of Organization:

Solicitation Number: _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (FEB 2000)

(a) Definitions. As used in this provision -

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officers discretion, result in the offeror being allowed to revise its proposal.

"In writing or written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitations closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show -

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (an electronic addresses if available) of persons authorized to negotiate on the offerors behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revisions, of proposals. (i) Offerors are responsible for submitting proposals, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision, received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at **52.215-5, Facsimile Proposals**. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall -

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Governments right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Governments interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offerors initial proposal should contain the offerors best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number

at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Governments best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.2 CONSECUTIVE NUMBERING (JAN 1999)

Due to automated procedures employed in formulating this document, clauses and provisions contained within it may not always be consecutively numbered.

L.3 CONTENT OF RESULTING CONTRACT (NOV 1998)

Any contract awarded as a result of this RFP will contain PART I - The Schedule, PART II - Contract Clauses, and PART III, Section J - List of Documents, Exhibits and Other Attachments (excluding those attachments including in this RFP relating to submission of proposals). Blank areas appearing in these sections, indicated by "[]" will be completed prior to contract award.

Offerors should carefully review the information contained therein, and, as appropriate, state any proposed exceptions/deviations per FAR 52.215-1.

L.4 OFFER ACCEPTANCE PERIOD

The minimum offer acceptance period is 180 days after the required date for receipt of proposals.

L.5 RESPONSIBLE PROSPECTIVE CONTRACTORS (JUNE 1999)

All responsible individuals, corporations, non-profit organizations, educational institutions, and state or local governments may submit proposals for consideration. The general and additional minimum standards for responsible prospective Contractors set forth at FAR 9.1 apply.

DOE may conduct preaward surveys in accordance with FAR 9.106 and may solicit from available sources, relevant information concerning the offeror's record of past performance, and use such information in making determinations of prospective offeror responsibility.

L.6 SMALL BUSINESS AND SET ASIDE INFORMATION (RESTRICTED)

Eligibility for this solicitation are restricted to organizations that have been certified by the Small Business Administration as a small disadvantaged business, specifically 8 (a). The Standard Industrial Classification (SIC) Code is 8742.

L.7 TIME, DATE AND PLACE PROPOSALS ARE DUE (JAN 2000)

The date and time for submission of proposals shall be **NO LATER THAN August 17, 2000, 4:00 p.m.**, local prevailing time at the place designated for receipt of proposals. (See the proposal submission instructions, including the provision describing treatment of late submissions, modifications, and withdrawals of proposals.)

Proposal Submission by U.S. Mail

Proposals must be received at the following mailing address:

U. S. Department of Energy
National Energy Technology Laboratory
ATTN: Cynthia Mitchell 921-107
P.O. Box 10940
Pittsburgh, Pa 15236-0940

Proposal Submission by Other than U.S. Mail

Offerors electing to submit proposals by means other than the U.S. Mail, including commercial courier service, assume the full responsibility of insuring that proposals are received at the following hand-carry address by the date and time specified above:

U.S. Department of Energy
National Energy Technology Laboratory
ATTN: Cynthia Mitchell 921-107
P.O. Box 10940
Pittsburgh, Pa 15236-0940

Such proposals must be closed and sealed as if for mailing.

External Marking of Proposals

Proposals shall be marked with the following information:

- (1) Address of Proposer
- (2) Solicitation Number
- (3) Due Time and Date of Proposals

L.8 NUMBER OF AWARDS (NOV 1997)

It is anticipated that there will be (1) one award(s) resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if considered to be in the Government's best interest to do so.

L.9 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee, Task Order contract resulting from this solicitation.

L.10 FALSE STATEMENTS (NOV 1997)

Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

L.11 EXPENSES RELATED TO OFFEROR SUBMISSIONS (FEB 1998)

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.12 AMENDMENT OF THE SOLICITATION (JAN 2000)

The only method by which any term of this solicitation may be modified is by an express, formal amendment to the solicitation generated by the issuing office. No other communication made at any scheduled preproposal conference or subsequent discussions, whether oral or in writing, will modify or supersede the terms of this solicitation. All amendments to this RFP will be posted on the NETL Homepage at "<http://www.netl.doe.gov/business/solicit/>". Receipt of an amendment to a solicitation by an offeror must be acknowledged and received prior to the hour and date specified for receipt of offers.

L.13 CLASSIFIED MATERIAL - NONE (NOV 1997)

Performance under the proposed contract is not anticipated to involve access to classified material.

L.14 PREPROPOSAL CONFERENCE IS NOT PLANNED (NOV 1997)

A preproposal conference for this solicitation is not contemplated.

L.15 PROPOSAL PREPARATION INSTRUCTIONS -- GENERAL (MAR 1999)

To aid in evaluation, proposals shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate), and logically assembled. All pages of each part shall be appropriately numbered, and identified with the name of the offeror, the date, and the solicitation number to the extent practicable.

The proposal is to clearly and fully demonstrate the offeror's capability, knowledge, experience, and expertise with regard to the requirements described herein. Simply stating that the offeror understands and will comply with technical and management requirements is not adequate. Similarly, phrases such as "standard procedures will be employed" or "well-known techniques will be used" are also inadequate.

Overall Arrangement of Proposal

The overall proposal shall consist of (3) three physically separate volumes, individually entitled as stated below. The required number of each proposal volume is shown below.

PROPOSAL VOLUME -- TITLE	ORIGINAL	COPIES	PAGE LIMITATION
Volume I -- Offer and Other Documents	1	5	None
Volume II -- Technical Proposal	1	5	20
Volume III -- Cost Proposal	1	5	None

The text of each proposal volume shall be typed, single-spaced, using Elite size (or equivalent, such as times-roman, courier, or arial), 12 pitch type (or equivalent), and printed, unreduced on size 8 1/2-inch by 11-inch paper. For interpretation of page limitation guidelines, the front and back of a single sheet are counted as two pages. Illustrations shall be legible and no longer than 11-inch by 17-inch fold-outs, as appropriate for the subject matter. Each 11-inch by 17-inch fold-out is considered two pages when determining the number of pages. Pages of each volume shall be sequentially numbered with the volume and page numbers on each page. Except as otherwise noted in the solicitation, the page guidelines set forth constitute a limitation on the total amount of material that may be submitted for evaluation. No material may be incorporated in any proposal by reference as a means to circumvent the page limitation.

L.16 PREPARATION INSTRUCTIONS: VOLUME I - OFFER AND OTHER DOCUMENTS (MAR 1999)

Volume I, Offer and Other Documents, consists of the actual offer to enter into a contract to perform the desired work, other documents requiring the signature of the offeror's authorized representative, and the offeror's description of its business and management approaches to satisfying the Statement of Work and its capability to perform the work.

FORMAT AND CONTENT

Volume I, Offer and Other Documents, shall include the following documents (in the order listed):

1. The SF33 Form -- Solicitation, Offer and Award (Page 1 of this solicitation)

- (a) Offerors shall complete Blocks 12, 15A, 15B, 15C, 16, and sign in block 17. The SF33 is to be fully executed, including the acknowledgment of amendments, if applicable, and signed by an authorized individual of the proposing organization. **Two signed originals shall be included.**
- (b) The offeror's Acceptance Period (See Block 12) entered shall not be less than 180 days.

(c) Signature Authority. The person signing the SF33 must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects.

2. Offeror Representations and Certifications Fully Executed

Offeror Representations and Certifications included under Section K of this solicitation are to be fully executed and a copy included in each copy of Volume I, Offer and Other Documents. As stated in Section K, should an offeror be selected for further negotiations, he must certify to the certifications referenced.

3. Supporting Data

The supporting data to be included in Volume I shall include all of the following information:

- (a) The suitability of proposed teaming agreements among participants (including subcontractors).
- (b) A discussion of the proposed involvement of qualified and capable small and small socially and economically disadvantaged business concerns. This section shall also contain the offerors commitment to, on request, submit and negotiate in good faith a Small and Small Disadvantaged Business Subcontracting Plan in accordance with FAR 52.219-9 of this solicitation.

4. Exceptions and Deviations

The offeror shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the model contract, Offeror Representations and Certifications, and the requirements included in Volume I -- Offer and Other Documents, Volume II -- Technical Proposal and Volume III -- Cost Proposal. Any exceptions taken must contain sufficient justification to permit evaluation. The benefit to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. A large number of exceptions, or one or more significant exceptions not providing benefit to the Government, however, may result in rejection of your proposal(s) as unacceptable. Offerors who object to review of their proposal by persons other than Government employees shall so state in this Volume I. Again, offerors are cautioned that DOE may be unable to give full consideration to proposals which indicate that only Government evaluation is authorized.

L.17 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.

- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.18 PREPARATION INSTRUCTIONS: VOLUME II TECHNICAL PROPOSAL (JAN 2000)

Volume II - Technical Proposal will be used to assess both the scientific merit of the proposed work and its relevance to both DOE's current programmatic objectives and the objectives of this solicitation (see Part I, Section J, Attachment A) The technical proposal must be self-contained and written in a clear and concise manner. The proposal shall be definitive with respect to the research which the offeror actually proposes to conduct. If the proposal is selected for comprehensive evaluation, the criteria specified in Section M shall be applied.

The maximum number of pages for the Technical Proposal shall be limited to (20) twenty pages. For interpretation of page guidelines, reference the clause entitled, "Proposal Preparation Instructions -- General". Note that the Cover Sheet, Resumes, Public Abstract, Table of Contents and other Pertinent Publications are not included in the page limitation.

To ensure that the technical proposal is evaluated strictly on its own merit, no cost information shall be included.

The offeror is required to submit a written Technical Proposal and to make an oral presentation. Separately, the offeror shall submit a Cost Proposal. The written Technical Proposal and the oral presentation shall be of approximately equal value. The Cost Proposal will be of significantly less value in the evaluation process than the written Technical Proposal and the oral presentation taken together.

This section addresses the requirements for the **written** Technical Proposal and the **oral** presentation.

VOLUME II: TECHNICAL PROPOSAL

A. General

1. The Technical Proposal will play a major role in the Department of Energy's (DOE's) determination regarding the capability of the offeror to satisfy the requirements of the Statement of Work. It should be specific and complete and provide concise information relating to the capability of the offeror to perform the required work. In order that the Technical Proposal may be evaluated strictly on the merit of the material submitted, no cost information is to be included.

2. If the offeror is a joint venture, consortium, or similar organization, or a contractor/sub-contractor relationship is proposed, the information required by this solicitation provision should be provided for each member of the proposed organization, as appropriate. Lines of control and responsibilities for each organization should be clearly delineated.
3. The proposal should clearly and fully demonstrate the offeror's capabilities, plans, knowledge, and experience with regard to the format and content requirements. Failure to respond or follow the instructions regarding the organization and content of the technical proposal may result in the offeror's proposal being deemed unacceptable.
4. The Technical Proposal should be identified as Volume II and should be directed toward providing information pertinent to the evaluation criteria listed in Section M.
5. The Technical Proposal **should not exceed 20 pages**, not including resumes and Letters of Intent. For interpretation of page guidelines, the front and back sides of a single sheet are counted as two pages when information is provided on both the front and back sides of a single sheet. The proposal should be typed, single spaced, printed, and unreduced in size on 8 1/2" x 11" paper. Illustrations should be legible and no longer than 11" x 17" foldouts, as appropriate for the subject matter. Each 11" x 17" foldout is considered two pages when determining the number of pages. Pages should be sequentially numbered with the volume and page numbers on each page. Page guidelines set forth in this paragraph constitute a limitation of the total amount of material in the Technical Proposal that will be considered in the evaluation. No material may be incorporated in the Technical Proposal by reference as a means to circumvent the page limitation.

B. Format and Content

1. To aid in the evaluation of proposals, it is desired that the Technical Proposal submitted by each offeror follow the same general format. Volume II, Technical Proposal, shall include the following components:
 - A. Table of Contents.
 - B. List of Tables and Figures.
 - C. Technical Summary.
 - D. Technical Discussion.
 - D.1. Key Personnel
 - D.2. Organization
 - D.3. Technical Approach
 - D.4. Management Control Systems
 - D.5. Past Performance and Experience of the Offeror

2. These major headings may be subdivided or supplemented by the offerors as appropriate.

A. Technical Summary.

This section shall contain a brief summary of the key points in the proposal. This section should also clearly indicate:

- 1) Complete name and address of firm.
- 2) Date that the organization specifically proposed to perform this work was organized, or is proposed to be organized.

B. Technical Discussion.

This section shall contain the major portion of the Technical Proposal. It should clearly address each of the Technical Proposal evaluation criteria in Section M. It should be presented in as much detail as practical. Information provided by the offeror should include but is not limited to the data requested in this section.

- 1) Key Personnel. In performance of its evaluation the Government will consider the key personnel, consequently this section shall describe the offeror's key personnel resources which are integral factors for successfully completing the work under this contract.

Provide detailed information on key personnel (i.e., those whom you consider to be essential or highly important to the accomplishment of the Statement of Work). This information should include organizational job titles, education, technical experience, management experience, and professional development, including specific skills and ability with respect to pertinent disciplines and responsibility for work accomplished. Resumes should reflect specific qualifications, experience, capabilities or demonstrated performance as applicable to the work described in this RFP and the evaluation criterion. Identify the employer of each listed key personnel. At a minimum, include the Project Manager and the individual responsible for the technical performance under the agreement. Relevant work experience during the last five years will be of particular importance in the evaluation of key personnel.

The resumes should use the following format.

Name:

Proposed Position with Offeror or Major Subcontractor (specify which)

Experience Summary (Summary of overall experience and capabilities)

Education (Identify institution, degree earned, dates)

Professional Development and Achievements (Identify professional membership, special training, professional registrations, etc.)

The offeror shall provide Letters of Intent for those persons designated to fill key positions. Failure to submit the Letters of Intent may result in the proposal being evaluated as deficient in that area. In the event any of the key personnel will not be committed full time to this contract, state the reasons.

2) Organization.

Describe the proposed project organizational structure, lines of authority, responsibility and span of control of the proposed key management positions. This should include the Project Manager and that individual's authority and reporting line within the overall corporate organization. Provide appropriate charts, illustrating the organization, which show positions (including names of key personnel) and indicate lines of authority. Show how and to what extent the proposed project organization ties into the overall organization of the proposing organization. Discuss delegation of responsibilities and authorities, both individual and corporate. This discussion should clearly illustrate the management philosophy of the proposing organization.

Provide a comprehensive staffing plan that identifies the types of labor and the time allocation of labor that will be used to execute the work. Identify and describe the availability, general experience and qualifications (e.g., educational levels) of technical and administrative personnel available for assignment to this contract and where they would fit into the organizational chart.

3) Technical Approach.

Outline your approach to the accomplishment of all requirements of the Statement of Work. In this brief discussion, emphasis should be placed on the programmatic, rather than administrative, aspects of your approach. As an example, describe how you would develop relationships with utility, manufacturer, and retail partners in the Energy Star Program. A more detailed presentation on Technical Approach will be required in the oral presentation.

4) Management Control Systems.

Discuss the management control systems to be used under this agreement with special emphasis on how cost, schedule, and technical performance will be assigned, monitored, and tracked. Discuss how cost, schedule, and performance information will be assembled and reported to the government.

5) Past Performance and Experience of the Offeror.

The proposal shall describe the Offeror's, and any major subcontractor's experience in performing work related to that described in the Statement of Work. The proposal should contain a list of all current and recently completed contracts (completed within the last five years) which are

indicative of experience in performing similar work. For each contract provide a brief description of the work. For government contracts performed within the last five years, also discuss the duration of the work, dollar amount of each contract, customer, contract number, title, contracting and technical point of contact and telephone number.

ORAL PRESENTATION

A. General

Technical proposals will be presented to the Government in oral form by means of an oral presentation to the Technical Evaluation Panel (TEP). The presentation process will be conducted at a location to be determined later, and will most likely occur in Washington, D.C. or Morgantown, WV.

The purpose of the oral presentation is to assess the offeror's knowledge of and capability to perform the requirements of the solicitation. The information provided in the oral presentation will be one of the methods used for evaluation purposes and in selection of the successful offeror. An offeror's oral presentation is an extension of, thereby a part of, the Technical Proposal.

The oral presentation should be practical and prepared simply and economically, and provide a straightforward, concise delineation of the offeror's understanding of and capability to satisfy the requirements of the solicitation. It should clearly address each of the evaluation criteria, and subcriteria, if any, identified in Section M.

Unnecessarily elaborate oral presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's or quoter's lack of cost consciousness. Elaborate artwork and expensive visual and other presentation aids are neither necessary nor desired.

B. Instructions, Format and Content

1. Award Without Discussions.

The Government intends to make a selection and award based, in large part, on the initial written proposals and oral presentations. It is particularly important that each offeror be fully responsive in providing their best oral presentation and written proposal since there may be no opportunity to expand or clarify the oral presentation or revise the written proposal at a later date. In the event the Government determines discussions to be necessary, information provided in the oral presentation will not be discussed and shall not be a part of any best and final offer.

2. Cost/Price or Fee/Profit Information.

The presentation shall not include cost/price or fee/profit information. Resource information such as labor hours and categories may be contained in the presentation. However, all cost information shall be included in the cost volume only.

3. Communication During the Oral Presentation.

The offeror will be allowed to complete the oral presentation without interruption by the Government, provided the offeror stays within the specified time limit. After completion of the offeror's oral presentation, an adjournment shall be held to allow the Government time to develop clarification questions regarding any points addressed which were unclear. After reconvening all the parties involved, the contracting officer will direct all clarification questions to the offeror's designated leader. The offeror's designated leader will then respond to the clarification question, or appoint another representative to respond.

Any interchange between the offeror and the Government will be for clarification purposes only, as defined in FAR Subpart 15.6. Perceived strengths, weaknesses, deficiencies, or any information which may be incorporated within the resultant contract will not be addressed by Government personnel. Neither the oral presentation nor the clarification session will constitute discussions, as defined in FAR 15.601 and 15.610, nor will they obligate the Government to conduct discussions or entertain any revisions to the offer.

4. Government Attendance

There may be approximately 7 - 10 Government participants at the oral presentation. The participants may include the technical evaluators, the cognizant contract specialist and the contracting officer, who will chair the presentation.

5. Time Limit.

Each offer will have exactly 90 minutes allotted for the oral presentation. The presentation will officially begin as determined by the contracting officer. The length of time spent on each area of the presentation is at the sole discretion of the offeror. There is no time limit on the clarification questions and answers.

6. Schedule of Presentations.

The order in which offerors will make presentations will be determined by a drawing of lots by the contracting officer after receipt of the written proposals. Presentations will be scheduled with the offerors as soon as possible after the closing date of receipt of the written proposals. The Government will provide the offeror notification of the scheduled date of presentation at least 5 business days prior to said date. Offerors shall complete their presentations on their scheduled date and time. The Government reserves the right to reschedule presentations, if it is determined necessary to resolve unanticipated problems or delays encountered in the presentation process.

7. Offeror's Presentation Team

The offeror's presentation team shall consist of one or more of the actual key personnel who will perform or personally direct the work being described, as identified in Section J, Attachment A, "Statement of Work." With regard to major portions of the work to be subcontracted, members of subcontractor staff may make the relevant presentation. The offeror shall provide the contracting officer with, at time of written proposal submission, 5 copies of a list identifying the presentation participants by name, title and firm represented. The offeror shall provide with its written proposal a signed letter of intent by any presenter who is

not currently employed with the offeror or one of its teaming partners, subcontractors or consultants.

8. Presentation Material

The offeror must submit its set of overhead transparencies and 5 paper copies of the oral presentation to the Government in a sealed package with its offer. Immediately before the presentation, the contracting officer will give the transparencies to the offeror for its use during the presentation. No written material may be presented at the oral presentation. Offerors shall make their oral presentations in person. Submission of videotapes or other forms of media containing the presentation or any other documents for evaluation is not authorized and will not be accepted.

There is no limit to the number of slides or overhead transparencies that an offeror may use during its presentation. However, when evaluating the offeror's understanding and capability the Government will consider only the information on the slides that were actually projected during the presentation. Materials referenced in a presentation, but not an actual part of the presentation, will not be accepted.

Oral presenters will clearly identify at the onset of their presentation, the area of their discussion relative to each evaluation criteria. If one presenter addresses more than one criterion, the presenter will inform the evaluators of the transition from one criterion being addressed to another.

9. Format of Slides.

Offerors' slides shall conform to the following specifications:

Text Slides: Black and white
Font: Times New Roman
Heading: 44 pt
Main Bullets: 32 pt
Sub-bullets: 28 pt
Line Limit: 8 bullets per slide (includes main and sub-bullets)

Graphic Slides: Black and white
Font: Times New Roman
Heading: 44 pt
Captions: 16 pt
Caption Limit: 12 captions per slide

10. Recording the Presentation.

Oral presentations will not be recorded (i.e., audio, visual, transcription or otherwise) by the Government or the offeror.

11. Facility and Equipment

Facilities will be fully identified and described in the notification to offerors on time and location of the oral presentation.

The Government will provide the following equipment:

Standard overhead transparency projector, flip chart pad and markers.

C. Specific areas to be addressed:

The offeror shall address all the items described below:

1. Project Organization and Management

Provide narrative and organization charts, as appropriate, to fully describe the following:

- A. The organizational structure proposed for performance of the contract (including subcontractors if any) and the rationale for it. Detail the supervisory relationship between staff (e.g. the level of decision making authority of various key staff) and provide a project organization chart.
- B. The authority of the Project Manager to marshal resources, whether under the Project Manager's direct control or not, and the authority of the project Manager over work transfer and the use of subcontractors. The decision-making authority of the Project Manager and the processes to be followed in obtaining decisions beyond the Project Manager's authority and in resolving conflicts over resources (such as personnel, finances, and facilities) not under the Project Manager's direct control. If your approach contains teaming/subcontractor arrangements, be specific about how the Project Manager will interact with the teaming partners/subcontractors in resolving conflicts and arriving at decisions.

2. Project Management Systems

Provide sufficient narrative and charts to fully describe the following:

- A. The offeror's approach to planning (include proposed methods to estimate program resource requirements such as staff hours and skill mix), staffing, use of subcontracting, and other areas considered necessary to ensure an effective and efficient operation.
- B. Describe the internal financial/cost control procedures relative to performance under this contract. Describe the procedure for monitoring and controlling costs and tasking of subcontractors, if any. Include planning, budgeting and execution procedures for task assignments.
- C. Describe the approach to planning and staffing a contract phase-in period of approximately 60 days in length. Include proposed staffing and the assumption of responsibilities. Any start-up cost associated with this work shall be identified in Volume III, Cost Proposal.

3. Corporate Experience and Capabilities

The offeror shall discuss the experience of the corporation and staff personnel in performing tasks described in the Statement of Work with special emphasis on the last 5 years. The offeror shall describe corporate, personnel, and any other relevant resources necessary to perform all elements of the Statement of Work.

4. Technical Approach and Understanding the Scope of Work

The offeror shall provide a narrative to demonstrate both their understanding of the Statement of Work and how they will accomplish the work. This should include a technical analysis of the Statement of Work in precise detail. The offeror should expand on their approach as presented in the Technical Proposal and address the mechanics of how they will interact with current and prospective partners in the Energy Star Program. The offeror should also explain how the features of their approach would maximize the effectiveness of the Energy Star program.

L.19 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME III - COST PROPOSAL

A. **General.**

Volume III, Cost Proposal, shall consist of the offeror's estimated costs to perform the desired work on a cost plus fixed fee, task order basis. Since the Cost Proposal shall be evaluated to determine cost realism and price reasonableness, and used as the basis for any necessary cost negotiation, the Cost Proposal shall be accurate, complete, and well documented. AS prescribed by FAR 52.215-20 with Alternate 1, the offeror shall submit cost or pricing data and supporting attachments in accordance with the Cost Proposal preparation instructions/form provided herein.

- (1) The Cost Proposal consists of the offeror's estimated cost plus fixed fee to perform the required work, as set forth in the Statement of Work based on the Direct Productive Labor Hours (DPLH) established in the attached exhibits and the cost parameters established below. All cost proposals must be based upon these criteria. Alternate proposals are not acceptable. This information is DOE's best estimate of the resources that will be required to complete the effort. The DOE's sole intention in setting forth these criteria is to provide all Offerors an equal basis for submitting cost proposals. Contract cost information is not to be included in the Technical Proposal.
- (2) Identification: All forms, tables, and exhibits must be identified and listed in the table of contents or index. All pages, including forms, must be numbered.
- (3) Modification to Cost Proposal: Any modification to the Cost Proposal shall clearly indicate the cost impact of the modification to the same level of detail shown in the original proposal. Tables or Exhibits impacted by any change shall be clearly identified.

(4) Definition of Terms:

Prime Participant: Business entities other than the offeror who will act on behalf of the offeror under the contract through the expenditure of DPLH's. Prime participants may be subcontractors, teaming/joint venture partners, or interdivisional transfers.

(5) Partnership/Teaming/Subcontracts (Including Intercompany Transfers): For each organization acting as prime participant, cost/price information shall be required; and furnished in the same format; and level of detail as prescribed; for the offeror in this RFP. A description of the specific work to be performed by the prime participant is required.

(6) Direct Productive Labor Hours (DPLH): Direct labor hours shall be proposed in accordance with the labor categories and labor hour requirements described in Exhibit B found in Appendix B of Section L of this solicitation. Direct Labor shall be proposed on the basis of Direct Productive Labor Hours (DPLH), i.e., estimated number of hours on the job. Nonproductive labor hours (vacations, holidays, sick leave, etc.) should be charged as an indirect cost included in the fringe benefit or overhead pool of expenses. Each offeror must propose the number of labor hours by labor category as specified in Exhibit B.

(7) Work Week and Uncompensated Level of Effort:

(i) DOE anticipates that proposals will be based upon a "normal 40-hour work week" (i.e. 1,860 hours per year), for full time exempt employees, except as provided for in the next paragraph. As such, the proposed Direct Labor rates for all Direct Labor categories would be based on the division of each full time employee's annual salary by 1,860 (i.e. total direct labor plus indirect labor hours) or the applicable number of annual hours for a part time employee. All Indirect rates, factors, and other costs associated with the number of direct labor hours would also be based on full time exempt employees working a normal 40-hour work week. This requirement also applies to subcontractors whose effort is included in the proposed effort.

(ii). The Offeror may include uncompensated effort in the proposed effort only if all the requirement of paragraph (iii) below are met. The decision to propose hours in excess of eight (8) hours per day and/or forty (40) hours per week for employees who are exempt from the Fair Labor Standards Act (FLSA) is solely the Offeror's. Should the Offeror elect to propose such hours, the proposed Direct Labor rates must include an adjustment to reflect the average hours in excess of 40 hours per week (i.e. in excess of 1,860 hours per year, including direct hours and indirect hours) for each employee not subject to FLSA.

Example: 50 hours of effort by an employee working 2,500 hours per year and earning \$50,000 per year would be billed at \$20.00 per hour ($\$50,000/2,500 \text{ hours} = \20.00 per hour) in lieu of the \$26.88 ($\$50,000/1,860 \text{ hours} = \26.88) rate which would be applicable for a non-compensated effort scenario).

(iii) If the Offeror decides to include uncompensated effort in its proposal, all of the following requirements must be met:

-the Contractor must have a Government Cost Accounting System, which records all hours worked, including uncompensated hours, for all employees, regardless of the contract type for which the hours are expended.

-uncompensated hours, for all employees regardless of the contract type under which their effort is incurred, must be included in the Contractor's base for allocation of Indirect Costs.

-the proposal must identify the amount of uncompensated effort proposed, by labor category where category labor rates are applicable or by individual where individual labor rates are applicable.

-the proposal must both identify the amount of uncompensated effort which will be performed without supervision and/or without support personnel and assess the productivity of such effort.

-the proposal must describe the extent to which employees are required or encouraged to perform uncompensated effort and the impact the use of uncompensated effort has on work effectiveness. If financial incentives are in place to encourage employees to perform uncompensated effort then the total amounts budgeted in the Indirect Expense Pools and the manner in which they are distributed to employees must be detailed.

-the proposal must include a copy of the Corporate policy addressing uncompensated effort.

-the requirements stated above must also be met and provided by each subcontractor that has uncompensated effort included in the proposed effort.

(8) Other Direct Costs: Other direct costs for materials, supplies, and subcontracts must be proposed at the following level (levels inflated at 4 percent rate each year from base year).

	<u>Travel</u>	<u>Materials, Supplies, and Subcontracts*</u>
Year 1	\$100,000	\$200,000
Option Year 1	\$104,000	\$208,000
Option Year 2	\$108,000	\$216,000
Option Year 3	\$112,000	\$225,000

Option		
Year 4	\$116,500	\$234,000

“Subcontracts” cost category shall not include labor costs associated with direct productive labor hours (DPLH's) for prime participants.

- (9) Rounding: Final monetary extensions should be expressed in whole dollars.
- (10) Certified Cost or Pricing Data: offerors may be required to certify, in accordance with Pub. L. 87-653, that the cost or pricing data submitted is accurate, complete, and current. Any offeror required to submit this certification shall be required, in accordance with FAR 15.404-3, to submit or arrange for the submission of, accurate, complete, and current cost or pricing data from its prospective subcontractors.
- (11) To facilitate the Government's review, offerors shall provide one additional copy of their Cost Proposal Exhibits on a 3.5" diskette using an EXCEL (Version 5.0 or lower) or a LOTUS (Release 5 or lower) spreadsheet.
- (12) Task proposal preparation costs shall be factored into the development of the overhead rate.
- (13) For cost proposal preparation, the estimated start date of contract performance is 10-01-00.

B. Format and Content.

The offeror's Cost Proposal shall be prepared and provided in two sections:

Section I:

(a) The offeror shall develop a total estimated cost and fee for the five year effort based on:

- (1) the skill mix and labor hours, indicated in Exhibit C of Appendix B to the solicitation;
- (2) the offeror's proposed direct and indirect rates;
- (3) the other direct costs (travel, training, materials, supplies, and subcontracts) identified above; and
- (4) the offeror's proposed fixed fee.

The format for this information is outlined in Exhibits A through Exhibit D described below.

(b) Mandatory Exhibits

Offerors shall submit Exhibits A through D for the offeror's effort (i.e., excluding the subcontractors and any affiliated business units) and provide separate Exhibits A through D for any subcontractors or affiliated business units. In addition, the offeror shall submit a summary level Exhibit A which incorporates the contractor's, the subcontractor(s) and any affiliated business units exhibits. Copies of Exhibits A through D are provided in Appendix B to the solicitation.

1. Exhibit A: Contract Pricing Proposal Cover Sheet

Submit one set of fully executed Contract Pricing Proposal Cover Sheets. A set consists of one summary Contract Pricing Proposal Cover Sheet for the total proposed effort and separate Contract Pricing Proposal Cover Sheets for each year and option year of the contract performance. The base period and each option period must have separate Contract Pricing Proposal Cover Sheets. The Contract Pricing Proposal Cover Sheet is modeled after the recently-deleted Standard Form 1411. The instructions contained in Table 15-2 of FAR Subpart 15 should be followed to provide adequate supporting documentation for the estimated costs indicated on the Contract Pricing Proposal Cover Sheet (blocks 6A through 6C). A summary of all cost elements must accompany each Contract Pricing Proposal Cover Sheet submitted.

2. Exhibit B: Summary of Proposed Costs by Contract Year

The offeror shall provide summary information in order to derive total cost and fee for the contract over a 5-year period. Exhibit B is summary information. The total estimated cost and fee as proposed on Exhibit B shall be the amounts identified on the Contract Pricing Proposal Cover Sheets (Exhibit A).

3. Exhibit C - Labor Hours, Rates and Costs

This exhibit provides a summary of the labor cost for each contract year. It includes a list of the RFP Labor categories, the number of hours per year per individual/category, labor rates, and the cost (rates X hours) by category. No other direct costs, travel, or fee shall be included in this exhibit. The rates used on this exhibit must be the same as those developed for Exhibit B. A summary of the total labor dollars for each year of the contract is to be provided as well as information by year.

If escalation of the labor rates is contemplated then discussion and support for the projected escalation rates used must be provided.

If it is necessary for the offeror to propose more than one corporate labor category title to satisfy a required RFP Labor Category, then the offeror should provide more than one entry for each of the RFP labor category titles.

4. Exhibit D: Fringe Benefits, Overhead, and G&A Expense Schedules

This Exhibit shall be prepared for the offeror's most recently completed Fiscal Year, the current Fiscal Year, and each Fiscal Year during contract performance. This Exhibit is required for any proposed burden rate and cost center. Include an explanation of how rates were derived for the period of performance. This Exhibit should contain the major base and pool expense groupings by line item and dollar amount. Show the unallowable costs that have been excluded from the pool of expenses used in the calculation of indirect rates. Describe the base used for each rate for the distribution of the applicable expense pool. Indicate the nature of Government (DCAA or others) approval of bid rates and include appropriate documentation, if applicable.

Section II:

The offeror shall provide the following additional information:

1. Compensation for Professional Employees Under Federal Contracts for Services: The offeror shall provide a proposed labor relations and total compensation plan for all work required under this acquisition. The compensation levels proposed are to clearly reflect the offeror's understanding of work to be performed and to indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. This plan should include the following information:
 - a. Provide a profile of the skill mix by classification for exempt (non-supervisory) and nonexempt positions.
 - (1) Provide a schedule of direct labor by population, by job title, hire rate, and average rate by Fiscal Year. If "Rate Ranges" are used, explain the method of progression from minimum to maximum.
 - (2) Furnish any supporting information that your Wage and Salary Structure is competitive with local conditions which will insure the recruitment and retention of qualified personnel for this contract.
 - (3) If your wage and salary plan provide a "cost of living adjustment," explain formula and frequency of adjustment.
 - (4) List the fringe benefits and the estimated cents per hour cost for exempt and non-exempt personnel, i.e., holidays, sick leave, vacation, severance, pensions, insurance (hospital, disability, medical, dental, life, etc.).
 - (5) If your company or other divisions of your parent company is performing a Government contract in the local area or at the same site of performance as this Contract, please identify any difference in your proposed "wage and salary plan" including fringes and explain your rationale for these differences.
 - b. Briefly define the terms "exempt" and "non-exempt" as used by your company.
2. Estimating Procedure: Provide an explanation of the offeror's estimating procedures. A discussion of the rationale used in estimating should be included. Offerors are to cover the following in the estimating procedures explanation:
 - a. The existing verifiable data;
 - b. The judgmental factors applied in projecting from known data to the estimate;
 - c. The contingencies used by the offeror in the proposed costs; and
 - d. The basis of the cost estimate, for each element of cost, i.e., how the labor rates were developed, the indirect rates, choice of subcontracts/consultants material prices, escalation rates, etc.;

3. Company Compensation Policies: The offeror shall briefly describe company compensation policies in the following areas (existing company publications may be furnished):

a. Salary increases:

- (1) Merit.
- (2) Cost-of-Living.
- (3) General.
- (4) And/or other.

b. Fringe Benefits:

- (1) Paid absences (vacations, sick leave, etc.).
- (2) Insurance contributions.
- (3) Retirement.
- (4) Other.

c. Travel/Per Diem.

d. Relocation.

e. Bonuses/Other Employee Incentives.

f. Severance.

g. Overtime.

h. Shift Premium.

4. Audit and Contract Administrative Cognizance.

Provide the name, address, and phone number of the Government audit office and contract administrative office for the offeror and any proposed prime participants or subcontractors on each Contract Pricing Proposal Cover Sheet (Block 9A and 9B).

L.20 INFORMATION OF AWARD (NOV 1997)

Written notice to unsuccessful offerors and contract award information will be promptly released in accordance with DOE regulations applicable to negotiated acquisitions.

L.21 DISPOSITION OF SOLICITATION MATERIALS AND PROPOSALS (FEB 1998)

Drawings, specifications, and other documents supplied with the solicitation may be retained by the offeror (unless there is a requirement for a document to be completed and returned as a part of the offer).

Offeror's Proposals will not be returned (except for timely withdrawals).

L.22 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)

(a) Definitions. As used in this provision -

"Uncompensated overtime" means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

"Uncompensated overtime rate" is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\$20.00 \times 40 \div 45 = \17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offerors accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

L.23 52.233-2 SERVICE OF PROTEST. (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.24 952.233-2 SERVICE OF PROTEST. (APR 1995)

(c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585 Fax: (202) 586-4546.

L.25 52.222.46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Governments best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offerors ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractors ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

L.26 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)

(a) If a protest of this procurement is filed with the General Accounting Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103-355. Such request must be in writing and addressed to the contracting officer for this procurement.

(b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

L. 27 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energys agency protest procedures, set forth in 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the contracting officer prior to filing a protest.

COST PROPOSAL EXHIBITS

TABLE OF CONTENTS

<u>EXHIBIT</u>	<u>T I T L E</u>
A	Contract Pricing Proposal Cover Sheet
B	Summary of Proposed Costs by Contract Year
C	Labor Hours, Rates and Costs
D	Fringe Benefit, Overhead, and G&A Expense Schedules

CONTRACT PRICING PROPOSAL COVER SHEET		1. SOLICITATION / CONTRACT / MODIFICATION NO.	FETC APPROVED FORM	
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2. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	3A. NAME AND TITLE OF OFFEROR'S POINT OF CONTACT		3B. TELEPHONE NO.		
	4. TYPE OF CONTRACT ACTION (Check)				
		A. NEW CONTRACT		D.	
		B. CHANGE ORDER		E.	
		C.	✓	F.	

5. TYPE OF CONTRACT: COST SHARE	6. PROPOSED COST (A + B = C)		
	A. COST TO DOE	B. COST-SHARE	C. TOTAL COST

7. PLACE(S) AND PERIOD(S) OF PERFORMANCE

8. List and reference the identification, quantity and total price proposed for each contract line item. A line item cost breakdown supporting this recap is required unless otherwise specified by the Contracting Officer. (Continue on reverse, and then on plain paper, if necessary, use same headings.)

A. LINE ITEM NO.	B. IDENTIFICATION	C. QUANTITY	D. TOTAL PRICE	E. REF.

9. PROVIDE NAME, ADDRESS, AND TELEPHONE NUMBER FOR THE FOLLOWING (If available)

A. CONTRACT ADMINISTRATION OFFICE	B. AUDIT OFFICE
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10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "yes," identify) <input type="checkbox"/> YES <input type="checkbox"/> NO	11A. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "Yes," complete Item 11B) <input type="checkbox"/> YES <input type="checkbox"/> NO	11B. TYPE OF FINANCING (✓ one) <input type="checkbox"/> ADVANCE PAYMENTS <input type="checkbox"/> PROGRESS PAYMENTS <input type="checkbox"/> GUARANTEED LOANS
12. HAVE YOU BEEN AWARDED ANY CONTRACTS OR SUBCONTRACTS FOR THE SAME OR SIMILAR ITEMS WITHIN THE PAST 3 YEARS? (If "Yes," identify item(s), customer(s) and contract number(s)) <input type="checkbox"/> YES <input type="checkbox"/> NO	13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31, COST PRINCIPLES? (If "No," explain) <input type="checkbox"/> YES <input type="checkbox"/> NO	

14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-379 as amended and FAR PART 30)

A. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS? (If "No," explain in proposal) <input type="checkbox"/> YES <input type="checkbox"/> NO	B. HAVE YOU SUBMITTED A CASB DISCLOSURE STATEMENT (CASB DS-1 OR 2)? (If "Yes," specify in proposal the office to which submitted and if determined to be adequate) <input type="checkbox"/> YES <input type="checkbox"/> NO
C. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NON-COMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal) <input type="checkbox"/> YES <input type="checkbox"/> NO	D. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal) <input type="checkbox"/> YES <input type="checkbox"/> NO

This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.403-5(b)(1) and Table 15-2. By submitting this proposal, we grant the Contracting Officer or authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.

15. NAME AND TITLE (Type)	16. NAME OF FIRM
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17. SIGNATURE	18. DATE OF SUBMISSION
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SUMMARY OF PROPOSED COSTS BY CONTRACT YEAR

Cost Elements:	Year 1	Option Year 1	Option Year 2	Option Year 3	Option Year 4	5-Year Total
Direct Labor:						
Fringe Benefits:						
Labor Overhead:						
Other Direct Costs (ODC):						
Travel						
Materials, Supplies & Subcontracts						
Total ODCs:						
Total Direct Costs and Overhead:						
General & Administrative Expense:						
Total Estimated Cost:						
Fee:						
Total Estimated Cost and Fee:						

OFFEROR: _____

LABOR HOURS, RATES AND COSTS
(BY YEAR - AND - FOR TOTAL FIVE-YEAR PERIOD)

<u>LABOR CATEGORY</u>	<u>LABOR HOURS</u>	<u>LABOR COSTS</u>
Program Director	7,680	
Program Manager	15,360	
Project Manager	20,160	
Senior Associate	27,840	
Associate	27,840	
Technical Specialist	27,840	
Secretary	7,680	

TOTAL LABOR FIVE-YEAR PERIOD Total Costs \$ _____

<u>LABOR CATEGORY</u>	<u>LABOR HOURS</u>	<u>HOURLY RATE</u>	<u>LABOR COSTS</u>
Program Director	1,536		
Program Manager	3,072		
Project Manager	4,032		
Senior Associate	5,568		
Associate	5,568		
Technical Specialist	5,568		
Secretary	1,536		

TOTAL LABOR YEAR 1 Total Costs \$ _____

<u>LABOR CATEGORY</u>	<u>LABOR HOURS</u>	<u>HOURLY RATE</u>	<u>LABOR COSTS</u>
Program Director	1,536		
Program Manager	3,072		
Project Manager	4,032		
Senior Associate	5,568		
Associate	5,568		
Technical Specialist	5,568		
Secretary	1,536		

TOTAL LABOR OPTION YEAR 1 Total Costs \$ _____

<u>LABOR CATEGORY</u>	<u>LABOR HOURS</u>	<u>HOURLY RATE</u>	<u>LABOR COSTS</u>
Program Director	1,536		
Program Manager	3,072		
Project Manager	4,032		
Senior Associate	5,568		
Associate	5,568		
Technical Specialist	5,568		
Secretary	1,536		

TOTAL LABOR OPTION YEAR 2 Total Costs \$ _____

<u>LABOR CATEGORY</u>	<u>LABOR HOURS</u>	<u>HOURLY RATE</u>	<u>LABOR COSTS</u>
Program Director	1,536		
Program Manager	3,072		
Project Manager	4,032		
Senior Associate	5,568		
Associate	5,568		
Technical Specialist	5,568		
Secretary	1,536		
TOTAL LABOR OPTION YEAR 3			Total Costs \$=====

<u>LABOR CATEGORY</u>	<u>LABOR HOURS</u>	<u>HOURLY RATE</u>	<u>LABOR COSTS</u>
Program Director	1,536		
Program Manager	3,072		
Project Manager	4,032		
Senior Associate	5,568		
Associate	5,568		
Technical Specialist	5,568		
Secretary	1,536		
TOTAL LABOR OPTION YEAR 4			Total Costs \$=====

OFFEROR: _____

FRINGE BENEFIT EXPENSE SCHEDULE

(TYPICAL CATEGORIES)	LAST FISCAL YEAR (ACTUAL) (1) \$	CURRENT FISCAL YEAR (PROJECTED) (2) \$	FUTURE FISCAL YEARS (PROJECTED)(2)				
			YR1 \$	Option YR1 \$	Option YR2 \$	Option YR3 \$	Option YR4 \$
SICK LEAVE							
HOLIDAY							
VACATION							
ADMINISTRATIVE LEAVE							
WORKMAN'S COMPENSATION							
UNEMPLOYMENT INSURANCE							
FICA TAX							
GROUP INSURANCE							
TRAINING							
EDUCATIONAL AID							
PENSION							
EMPLOYEE MORALE							
OTHER (SPECIFY)							
TOTAL EXPENSES	\$	\$	\$	\$	\$	\$	\$
DISTRIBUTION BASE (3)							
AMOUNT:	\$	\$	\$	\$	\$	\$	\$
NAME:							
FRINGE BENEFIT RATE	%	%	%	%	%	%	%

(1) FISCAL YEAR ENDING _____.

(2) PROVIDE THE BASIS FOR THE PROJECTED EXPENSES, INCLUDING REASONS FOR ANY SIGNIFICANT VARIANCES BETWEEN ACTUAL AND PROJECTED RATES.

(3) IDENTIFY

OVERHEAD EXPENSE SCHEDULE

(TYPICAL CATEGORIES)	LAST FISCAL YEAR	CURRENT FISCAL YEAR	FUTURE FISCAL YEARS (PROJECTED) (2)				
	(ACTUAL) (1)	(PROJECTED) (2)	YR1	Option YR1	Option YR2	Option YR3	Option YR4
	\$	\$	\$	\$	\$	\$	\$
SALARIES AND WAGES:							
INDIRECT LABOR							
OTHER COMPENSATION							
OVERTIME PREMIUM							
SICK LEAVE							
HOLIDAY							
VACATION							
SEVERANCE							
OTHER (SPECIFY)							
PERSONNEL EXPENSES:							
COMPENSATION INS							
UNEMPLOYMENT INS							
FICA TAX							
GROUP INSURANCE							
TRAVEL EXPENSE							
RECRUITING							
TRAINING							
PENSION							
OTHER (SPECIFY)							
SUPPLIES AND SERVICES:							
GENERAL OPERATING							
OFFICE AND PRINTING							
UTILITIES							
OTHER (SPECIFY)							
FIXED COSTS:							
OFFICE RENTAL							
EQUIPMENT RENTAL							
DEPRECIATION							
OTHER (SPECIFY)							
TOTAL EXPENSES	\$	\$	\$	\$	\$	\$	\$
DISTRIBUTION BASE (3)							
AMOUNT:	\$	\$	\$	\$	\$	\$	\$
NAME:							
LABOR OVERHEAD RATE	%	%	%	%	%	%	%

(1) FISCAL YEAR ENDING _____.

(2) PROVIDE THE BASIS FOR THE PROJECTED EXPENSES, INCLUDING REASONS FOR ANY SIGNIFICANT VARIANCES BETWEEN ACTUAL AND PROJECTED RATES.
(3) IDENTIFY

GENERAL AND ADMINISTRATIVE EXPENSE SCHEDULE

(TYPICAL CATEGORIES)	LAST FISCAL YEAR	CURRENT FISCAL YEAR	FUTURE FISCAL YEARS (PROJECTED) (2)				
	(ACTUAL) (1)	(PROJECTED) (2)	YR1	Option YR1	Option YR2	Option YR3	Option YR4
	\$	\$	\$	\$	\$	\$	\$
SALARIES AND WAGES:							
INDIRECT LABOR							
OTHER COMPENSATION							
OVERTIME PREMIUM							
SICK LEAVE							
HOLIDAY							
VACATION							
SEVERANCE							
OTHER (SPECIFY)							
PERSONNEL EXPENSES:							
COMPENSATION INS							
UNEMPLOYMENT INS							
FICA TAX							
GROUP INSURANCE							
TRAVEL EXPENSE							
RECRUITING							
TRAINING							
PENSION							
OTHER (SPECIFY)							
BID AND PROPOSAL							
INDEPENDENT R&D							
SUPPLIES AND SERVICES:							
GENERAL OPERATING							
OFFICE AND PRINTING							
UTILITIES							
OTHER (SPECIFY)							
FIXED COSTS:							
OFFICE RENTAL							
EQUIPMENT RENTAL							
DEPRECIATION							
OTHER (SPECIFY)							
TOTAL EXPENSES	\$	\$	\$	\$	\$	\$	\$
DISTRIBUTION BASE (3)							
AMOUNT:	\$	\$	\$	\$	\$	\$	\$
NAME:							
G&A EXPENSE RATE	%	%	%	%	%	%	%
(1) FISCAL YEAR ENDING _____							
(2) PROVIDE THE BASIS FOR THE PROJECTED EXPENSES, INCLUDING REASONS FOR ANY SIGNIFICANT VARIANCES BETWEEN ACTUAL AND PROJECTED RATES.							
(3) IDENTIFY							

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL - ORAL PRESENTATIONS (NOV 1997)

Proposals and oral presentations will be evaluated in accordance with applicable DOE acquisition policies and procedures. Evaluation will be performed to determine the offeror's potential and capabilities for completing the work as specified in the solicitation, cost/price reasonableness, and ranking with competing offerors.

Award will be made to that responsible offeror(s), whose offer(s), conforming to this solicitation, is (are) considered most advantageous to the Government, considering the evaluation criteria in this Section M.

M.2 QUALIFICATION CRITERIA (NOV 1997)

The proposal must clearly demonstrate that the offeror meets each and every one of the below Qualification Criteria in order to be evaluated in accordance with the Evaluation Criteria.

Qualification Criteria

1. Eligibility for this solicitation are restricted to certification by the SBA as 8(a) organization.

M.3 OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA (NOV 1997)

The technical proposal is of greater importance than the cost proposal. However, if, after evaluation of the technical and cost proposals, two or more competing overall proposals are within the competitive range, evaluated probable cost to the Government may be the deciding factor for selection, depending on whether the most acceptable overall proposal (excluding cost consideration) is determined to be worth the cost differential, if any. The offer and other documents proposal is to be evaluated for adequacy and compliance with the solicitation.

M.4 EVALUATION CRITERIA (MAY 1999)

A. Technical Criteria--Written

Technical aspects of the **written** proposals will be evaluated in accordance with the following criteria. The level of importance are Criteria (1), (3), and (5) are of equal importance. Criteria (2) is of slightly less than criteria (1), (3) and (5) and Criteria (4) is the least important of all listed criteria. However, within each criterion, subcriteria are either listed in descending order of importance, or are approximately equal in weight.

1. **Key Personnel (25)**
 - a. Extent of Relevant Management and Technical Experience
2. **Organization (15)**
 - a. Logic, consistency, and completeness of proposed project organization and the probable effectiveness of the relationship between the project organization and the corporate structure.
 - b. Quality of staffing plan and proposed technical and administrative personnel
3. **Technical Approach (25)**
 - a. Logic, soundness, and probable effectiveness of the approach

4. **Management control Systems** (10)
 - a. Probable effectiveness of cost control system
 - b. Probable effectiveness of schedule control system
 - c. Probable effectiveness of technical performance control system
 - d. Adequacy of plan(s) to roll-up costs, schedule, and performance data and report to the government
5. **Past Performance and Experience** (25)
 - a. Extent of relevant experience
 - b. Performance on previous relevant work

B. Technical Criteria--Oral Presentations

Technical aspects of the **Oral** Presentations will be evaluated in accordance with the following criteria. The level of importance are Criteria (3) and (4) are of equal importance. Criteria (1) and (2) are slightly less in importance than (3) and (4) but of equal importance in relation to one another. However, within each criterion, subcriteria are either listed in descending order of importance, or are approximately equal in weight.

1. **Project Organization and Management** (20)
 - a. Soundness of the rationale underlying the project organization, in general, and the supervisory relationships, in specific.
 - b. Adequacy of the Project Manager's authority to effectively manage the work, marshal resources, and resolve conflicts.
2. **Project Management System** (20)
 - a. Probable effectiveness of the resource allocations plans including staffing, and planned use of subcontractors, if any.
 - b. Probable effectiveness of financial/cost control procedures, managing subcontractors, if an, and adequacy of task assignment procedures.
 - c. Quality and probable effectiveness of plan for contract phase-in period
3. **Corporate Experience and Capabilities** (30)
 - a. Extent of relevant corporate and key personnel experience
 - b. Adequacy of other corporate and personnel resources needed to successfully perform the work.
4. **Technical Approach and Understanding of the Statement of Work** (30)
 - a. Extent of the offeror's technical understanding of the SOW including the offeror's ability to identify and elaborate on the key aspects of the SOW, ability to identify potential barriers to successful implementation of the program, and knowledge of how the various aspects of the SOW interrelate.

b. Logic, soundness, and probable effectiveness of the approach.

C. Cost Criteria (Volume III).

The cost proposal will not be point scored, assigned a numerical weight, or adjectivally rated. The cost proposal will be evaluated in accordance with the following criteria, which are of equal weight:

1. Reasonableness and appropriateness of cost.
2. Evaluated probable cost to the Government including any options.

Selection of an offeror for award may involve a determination as to whether an otherwise technically superior proposal is worth any additional cost.

D. Offer and Other Documents denoted in Volume I are not point scored.

M5. EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Governments best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).